

# Terms and Conditions

## 1. General Scope

These Terms and Conditions shall apply to any order, enquiry or tender unless CANtronik Ltd (the Company) shall agree in writing to any specific variation. Any other condition inconsistent herewith contained in acceptance order, invitation to tender or otherwise shall not apply. These terms and conditions of sale also apply to all future transactions with the customer unless a separate agreement between the parties involved overrides these general terms and conditions of sale and delivery.

## 2. Issuing Quotations

- a) Standard quotations are at a fixed rate and valid 30 days from the invoiced date, unless otherwise agreed in writing.

### Software Quotations

- b) Software quotations will be issued based on the information / specification available at the time of quoting. Cantronik allows a contingency buffer for specifications that can be open to interpretation and may require further clarity or resource during the development process. CANtronik Ltd will always endeavour to meet the deliveries expected as part of the quotation, however variance to specification will be noted during the course of the development and maybe chargeable if they exceed the original estimate.
- c) Software projects require payment equivalent to 50% including taxes if applicable of the quotation prior to commencement of the development project. The remaining 50% will be required at the point of release that the software is believed to be feature complete to specification any bugs raised within a twelve month period from the point of release and agreed within specification will be corrected as a priority and without charge. If bugs are raised after twelve months then these will form chargeable correction.
- d) CANtronik Ltd reserve the right to issue a new quotation for the clients' consideration and acceptance if amendments are beyond what CANtronik Ltd would deem as 'within reason'.
- e) Fixed quotes for software are available upon request. With fixed quotes, any amendments to the project specification or additional work to be carried out would be quoted for separately at an hourly rate.

## 3. Acceptance of Quotations

- a) Price indications given before entry into a contract are for information only and are in no way binding on the company. A binding contract of sale shall only arise between the company and the purchaser if a written offer to purchase is made by the purchaser on the basis of the quotation and the company accepts such offer in writing by way of an official CANtronik sales order.
- b) The Company's prices are net of statutory taxes and customs and excise duties, all of which shall be paid by the purchaser.
- c) The Company shall be free to withdraw from the contract if the agreed goods or services cannot be procured under reasonable conditions such as Force Majeure (clause 21). Should the goods or service be unavailable, we undertake to immediately inform the customer thereof and refund any payments already made.

#### 4. Variations

The Company's quotation or contract price is based on prices available the date of the contract being issued. The company reserves the right to vary the quoted prices by notes in writing of such variation at any time after the contract is entered into a statement of the varied prices shall be conclusive and binding upon the company and the purchaser.

#### 5. Documentation

CANtronik Ltd's datasheets which can be accessed via the Internet, printed in company sales documentation and catalogues, or enclosed with the product, applies for offers of standard products; the version applicable upon conclusion of the contract and/or agreed between parties shall apply. The specifications under the provisions of the contract shall apply as a benchmark for products developed by us.

#### 6. Deliveries

- (a) Delivery dates are approximate only and the company shall not be under any liability for failure to despatch on that due date.
- (b) Purchasers submitting scheduled releases must allow 60 days for an increase demand. The company shall reserve the right to deliver product against prior firm forward commitment, notwithstanding the receipt of revised schedules reflecting reduction to confirm quantities.
- (c) Each delivery shall be considered as a separate contract and a failure of any delivery shall not vitiate the contract as to other deliveries.
- (d) Unless specifically stated on the order acknowledgement delivery of goods shall be regarded as complete if the quantity delivered is within five per cent of the quantity ordered. It will be the purchaser's responsibility to make any necessary amendments to subsequent orders.

#### 7. Carriage of Goods

- (a) Unless otherwise specified in writing, all goods will be prices "Ex Stocks." All delivery costs will be debited to the purchaser unless agreed otherwise.
- (b) The company shall reserve the right to employ the most expedient and economical means of transport available.
- (c) In the absence of written instructions to the company will at all times employ its own appointed agent to forward export orders.

#### 8. Insurance

- (a) Except where delivery is overseas on F.O.B (Free On Board) the goods shall be at purchasers risk from the time they leave the company premises and the company shall not thereafter be responsible for any loss or damage goods for delivery to locations the UK will not be insured unless specified by the purchaser on the contract.
- (b) All goods for shipment overseas shall, unless otherwise specified by the purchaser, be on F.O.B terms as defined by the 2010 edition of INCOTERMS, and the cost thereof will be charged to the account of the purchaser.

## 9. Property and Risk

- (a) Risk in the Goods shall pass to the purchaser on delivery.
- (b) Property in the goods shall remain with the company and the purchaser shall hold the goods as a Bailee of the company and be fully accountable to the company in respect of the goods until such time as payment in full has been received by the company for all goods delivered to the pursuant to any individual order together with any interest payable thereon and any other sum payable in respect of such goods.
- (c) Without prejudice to the purchasers continuing obligations to the company as a Bailee of the goods the purchaser shall be entitled to sell the goods and pass the property in the same to third parties in the normal course of its business until otherwise notified by the company in writing or until the happening of any events set out in sub-clause (f) below, until such time as all sums owing by the purchaser of the company under this contract have been paid:
  - (i) The proceeds of re-sale and/or the claims to such proceeds shall be the company's and held for the company and the purchaser shall be pay all proceeds of the re-sale into a bank account in the same name of the purchaser separate from all other monies of the purchaser which account shall be held for the benefit of the company, but on terms that so long as this agreement subsists the purchaser shall be entitled to retain any excess in such account over the amount due from the purchaser to the hereunder ; (ii) And the purchaser shall store the goods so that they are clearly shown to be the property of the company
- (d) As Bailor of the goods the company by its employees or agents shall (Without prejudice of the continuing fiduciary obligations) be entitled to enter upon or into any land, building or vehicles where the goods or part of them are situated or are reasonable thought to be situated to retake possession of the same, and the purchaser shall for such purpose notify the company of the whereabouts of the goods (i) if the purchaser shall be in breach of any of the terms of this contract: or (ii) if the purchaser shall reasonably consider for any reason that the goods are in jeopardy: or (iii) on the happening of any of the events set out in sub clause (f) below.
- (e) Upon the happening of any events set out in sub-clause (f) the purchasers authority to sell the goods shall end and all goods belonging to the company shall be delivered and all proceeds of the sale of the goods received by the purchaser prior to the withdrawal of authority shall be paid to the company.
- (f) The events referred to in sub-clause © and (e) above are:
  - (i) The insolvency of the purchaser within the meaning of section 61(4) of the sale of goods Act 1979;or
  - (ii) Any notice to the purchaser that a receiver of manager is to be or has been appointed over all or any of its assets; or
  - (iii) Any notice to the purchaser that a petition to wind up purchaser to be or has been presented or the issue of any convening a meeting of the purchaser at which a resolution is to be proposed to wind up the purchaser (save for the purpose of and followed by a bona fide reconstruction or amalgamation); or
  - (iv) A decision by the purchaser intends to make an arrangement with its creditors; or



- (v) Any other act of bankruptcy by the purchaser as defined by section 1 of the bankruptcy Act 1914 or which would be an act of bankruptcy if the purchaser were an individual; or
  - (vi) Any event or default, which would cause the company to consider reasonably that its title to the good or the proceeds of sale thereof, may be adversely affected.
- (g) The purchaser shall notify the company forthwith of the happening of any of the events referred to in sub clause (f) above.

## 10. Payment Terms

- (a) Unless otherwise agreed in writing. Payments terms will be net cash 30 days from invoice, i.e. payment in full shall be received by the company not later than 30 days from the date of invoice for goods despatched or made available for collection by the purchaser or his appointed agent. Payment at due date is a condition precedent to subsequent delivery and time of payments of the essence of the contract.
- (b) Notwithstanding the provisions of (a) above, the company reserves the right to serve notice on the purchaser requiring that payment for goods be made on receipt of Invoice/ Advice Note or on delivery of goods.
- (c) The provisions of (a) and (b) above shall apply to goods ordered by overseas purchasers, unless special payment terms regarding letters of credit or other means of payment are agreed in writing prior the order by the company.
- (d) Payment shall be on the due date of payment under sub-paragraph (a) (b) or(c) above, whether or not the property in the goods has passed by virtue of the clause headed “property and risk” and the company shall accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.
- (e) The Company reserves the right, if payment is not received in accordance with provisions (a) to (d) above, to charge interest on overdue amounts at a rate not exceeding five per cent above the current Barclays Bank base lending rate.
- (f) Remittance should be made to the currency displayed on the invoice.
- (g) We do not accept cheques for payments.

## 11. Storage

In the event that the purchaser shall be unable to accept delivery of goods manufacturer upon or after the due date of delivery the company shall reserve the right to charge a reasonable commercial storage rate for the goods, having notified the purchaser in writing prior to the charge.

## 12. Cancellation of Order

- a) No Order may be cancelled or reduced without the company's written consent. In the event that the company shall accept such cancellations or reductions, it shall reserve the right to submit a cancellation charge covering all work, material tooling and a reasonable sum for loss of profit prior to accepting the cancellation.
- b) The company shall be entitled to cancel the order by written notice and without prejudice to the recovery of any costs incurred by the company or to recovery of equipment of the company. In any of the following events:
  - The insolvency of the purchaser within the meaning of section 61(4) of the sale of goods Act 1979.
  - If a distress or execution is levied or enforced upon or against any of the chattels of property of the purchaser is not paid or discharged within 14 days.
  - If a receiver be appointed of the undertaker of the purchaser, or any of its properties or assets.
  - If the purchaser shall cease or threaten to cease, to carry out on its business
  - If the purchaser shall fail to make payment for the goods on the due date.

## 13. Minimum Order Value

- a) A minimum order value as stated on quotations or order acknowledgements shall be made on all transactions. In the absence of amounts stated on quotations and order acknowledgements, the minimum order values shall be £100 per order line and £500 per order.
- b) Requirement covering additional inspection, documentation or special packaging conditions will be charged at cost. Release notes will be supplied only if requested on the order certification cannot be affected after delivery of the goods.

## 14. Tooling

Charges made to the purchaser for tooling, dies and other equipment shall not grant to the purchaser the right to remove such equipment from the company's possession unless so agreed in writing, such agreement allowing the company to charge to the purchaser any reasonable cost incurred thereby.

## 15. Printing Errors

The company shall not be responsible for printers errors made in any of its publications and other forms of printed matter, or for any typing or clerical errors. All such errors will be subject to correction.

## 16. Installation

Unless otherwise agreed in writing the company shall not be responsible for the installation of any of its goods. Should the purchaser require this service, a list of suppliers offering installation will be offered to the purchaser and the company shall bear no liability whatsoever in connection with this service, whether in negligence or otherwise.

## 17. Designs and Drawings

All designs, patterns, specification and drawings and other properties supplied by the company are disclosed in confidence to the purchaser and the copyright of such items is reserved. Such information is not to be disclosed to a third party without written consent of the company.

## 18 Return of Goods

None of the goods shall be returned by the purchaser except with the company's written authorisation and instructions and on such terms as the company may agree. Goods returned without authorisation may be re-routed to the purchaser and its cost. The company reserves the right to charge a 15% admin and re-stocking fee for goods returned.

## 19. Warranty and Exclusions

- a) The company warrants that the goods are free from defects in material or workmanship and shall at its sole option repair or replace any goods found to be defective in material or workmanship provided that this warranty shall not apply in the following cases:
- Where parts are supplied by the purchaser for embodiment in the company's goods.
  - To damage caused by accident or misuse of the company's goods or by failure to follow the company's instructions regarding installation of the goods.
  - Where the goods have been used in connection with equipment for which the specification has not been approved by the company
  - To goods not manufactured by the company provide that in such cases company shall extend to the purchaser the benefit of any rights the company may have against the suppliers of such goods.
  - When the goods are purchased for aeronautical purposes, in which case the company's standard conditions for aviation product shall apply and shall be available to the purchaser upon request.
- b) The Company shall have no obligation to repair or replace any such goods if the purchaser shall not notify the company in writing of any defect within three years of the date of delivery of the goods alleged to be defective.
- (c) The purchaser shall if requested by the company return the goods alleged to be defective to the company Carriage paid.
- (d) Save for liability for death or personal injury arising from the company's negligence (which if proved is not excluded) the company's obligation in paragraph (a) above to the repair or replace shall constitute the full extent of the company's liability in respect of any loss or damage sustained by the purchaser whether caused by breach of this contract or by misrepresentation or by negligence of the company, its employees or agents or arising from any other cause whatsoever and the company shall not be liable for any consequential economic or other direct or indirect loss suffered by the purchaser arising there from, even if brought to the company's attention.

- (e) The purchaser acknowledges that it does rely and was not included to enter into this contract by any representation made by the company or by any person on the company's behalf unless such representation was given in writing and signed by the person specifically authorised by the company for the purpose of giving such representation.

Please see the accompanying CANtronik Warranty Statement.

## 20 Force Majeure

- a) In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause b) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- b) Sub-clause (a) shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- c) Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- d) If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

## 21 Liability and Indemnification

- a) Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- b) The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
- c) Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- d) The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## 22 Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## 23 Third Party Rights

A person not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 24 Governing Body and Jurisdiction

Any contract entered into with the company and the terms and conditions set out forthwith shall be governed in all respects by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.